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KCRHA
King County Regional Homelessness Authority

# PROJECT SERVICE AGREEMENT

PROGRAM NAME: **Benu Community Home**

FUND SOURCES: Coronavirus Local Fiscal Recovery - City of Seattle- CFDA # 21.027, General Fund - City of Seattle

This Project Service Agreement ("Agreement") is made between King County Regional Homelessness Authority (hereinafter "RHA") and Africatown Community Land Trust hereinafter ("Contractor").

Except as otherwise specifically provided for herein, this Agreement shall be subject to the terms and conditions of the Master Service Agreement between the Contractor and RHA. The Master Service Agreement is signed by the Contractor and the RHA with original signature copies maintained by both parties. The provisions of the Master Service Agreement are incorporated herein by this reference.

In consideration of the mutual covenants, promises and consideration set forth in this Agreement, the parties agree as follows:

## I. SERVICES RENDERED

**Section 100. Term and Scope of Services**
Throughout the term of this Agreement, which shall begin on 01/01/2022 and terminate on 12/31/2022, the Contractor shall provide RHA with the scope and range of services directed to the attainment of the goals, milestones and performance commitments described in the exhibits attached hereto. Such services shall always be provided on a basis satisfactory and shall at a minimum be consistent with the goals and objectives set forth in Exhibit A-1 and the minimum performance standards set forth in Exhibit A-2, both of which exhibits are attached hereto and incorporated herein by this reference.

## II. PAYMENT, RECORDS, AND OTHER CONDITIONS

**Section 200. Payment**
RHA shall compensate the Contractor according to the Contract Budget and Payment attached as Exhibit B for satisfactory performance of the scope and range of services identified in the attached exhibits; provided, however, that in no event shall the total compensation provided to the Contractor by RHA hereunder exceed the sum of $4,697,788.00 **Dollars.**

**Section 210. Excess Payment**
If RHA's total compensation to the Contractor under this Agreement exceeds Contractor's actual final cost of Contractor's performance by either 10% or more than $10,000, RHA may unilaterally require the Contractor to either 1) reimburse RHA that amount of RHA payment in excess of 10% or $10,000 of actual program expenditures, whichever is less, or 2) require that the Contractor submit a plan stating how such excess RHA payments will be applied to program purposes (which plan must be approved in writing by the RHA and will include a report or reports on the use of such payments). The RHA will make all final

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decisions regarding how excess payment will be treated under this Section. The "actual final cost of the Contractor's performance" will be determined by the final program expenditure report. All payments to the Contractor under this Agreement will be included in the total compensation amount subject to adjustment under this Section.

**Section 220. Reports and Information**

The Contractor shall timely furnish the RHA with (a) the reports and other information required under the Goals and Objectives attached as Exhibit A-1 and the Reporting Requirements attached as Exhibit A-3; and (b) such other reports and information as may be requested by the RHA related to this Agreement or the services provided hereunder with program funds, including statements and data demonstrating the effectiveness of the services provided in achieving the goals and objectives set forth in Exhibit A-1, Goals and Objectives. The RHA may withhold payments otherwise due to the Contractor pending timely delivery of all such reports and information.

**Section 230. Termination and Suspension**

A. For Cause: The RHA may terminate a Project Service Agreement if the Contractor is in material breach of any of the terms of this Agreement, and such breach has not been corrected to the RHA's reasonable satisfaction in a timely manner.

B. For Reasons Beyond Control of Parties: Neither the RHA nor the Contractor shall be deemed in default nor be liable for damages arising from its failure to perform its obligations under any Agreement if performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout, or lockout, except labor disputes involving the Contractor's own employees; sabotage; or superior governmental regulation or control. If either party is rendered wholly or partly unable to perform its material obligations under this Agreement for reasons described under this subsection for a period exceeding thirty (30) days, then either party may terminate this Agreement upon written notice to the other.

C. Loss of Funds: In the event that for any reason federal, state or local funds allocated to or by the RHA for services contracted under a Project Service Agreement are or become no longer available to the RHA for the purpose of conducting the program/project or compensating the Contractor, the RHA may suspend without recourse the Contractor's obligation to render services to the RHA and the RHA's obligation to pay for further services, by providing written notice to the Contractor specifying the effective period of such suspension.

D. For RHA's Convenience: The RHA may terminate a Project Service Agreement at any time, without cause and for any reason including the RHA's convenience, upon written notice to the Contractor.

E. Notice: Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) business days prior to the effective date of termination.

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F. Actions upon Termination: In the event of termination not the fault of the Contractor, the Contractor shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Project Service Agreement. The Contractor agrees that this payment shall fully and adequately compensate the Contractor and all subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of the Project Service Agreement.

## III. SPECIAL CONDITIONS

**Section 300.**
The Contractor will comply with the following Special Conditions:

A. Notification Requirements for Federal Immigration Enforcement Activities: Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement, the U.S. Department of Homeland Security, Homeland Security Investigations, Enforcement and Removal Operations, Customs and Border Protection, and U.S. Citizenship and Immigration Services regarding this Agreement, the Contractor shall notify the RHA immediately at KCRHAConnect@kcrha.org.

Such requests include, but are not limited to:

a. Requests for access to non-public areas in RHA's buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as "private" or "employee only"); or
b. Requests for data or information (written or oral) about RHA employees, residents, or workers, including any workers engaged in the work of this Agreement and recipients of services under this Agreement.

No access or information shall be provided without prior review and consent of the RHA. The Contractor shall request the federal immigration authority to wait until a representative from the RHA Connect Line is able to verify the credentials and authority of the federal agent and direct the Contractor on how to proceed.

B. Assignment of Rights and Obligations: The RHA reserves the right to assign the RHA rights and obligations under this Agreement to another entity.

C. Emergency Shelter programs funded by the RHA that also receive RHA funds for Diversion must follow the Continuum of Care Diversion Guidelines: http://allhomekc.org/diversion/. All Emergency Shelter programs should engage in Diversion conversation with households to identify viable alternatives for permanent or temporary housing stability.

D. Shelter Referrals: RHA funded shelter resources are integral components of the region's homelessness response system and will therefore accept referrals for customers from a coordinated regional system. To ensure full shelter resource utilization, shelter and village service

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providers funded by this Agreement will daily report bed and unit vacancies to the regional shelter bed availability tracking system.

Until such time that the RHA has developed and implemented a regional coordinated system, the village/shelter facility funded by this Agreement will draw referrals from, and report vacancies to current local systems in place during transition. Those facilities funded through the City of Seattle, will utilize the City of Seattle's Homelessness Outreach and Provider Ecosystem (HOPE) Team for referrals for 50% of total units/ #62 beds in this program. Vacant units/beds are tracked five (5) days a week, Monday through Friday, by the HOPE Team. Village/shelter staff shall provide the HOPE Team with vacancy updates daily by 8:00 am for the purpose of the City of Seattle's HOPE Team making vacant units/beds available to outreach providers. All referrals for 50% of total units/ #62 beds shall be made by the City of Seattle's HOPE Team and by no other entity during business hours Monday through Friday.

The RHA will provide 30-day notice and training to shelter/village service providers on the implementation of the coordinated regional system and shelter bed tracking system successor to the HOPE referral process when it is developed.

E. COVID-19 Provisions: As used in this Agreement, the following terms have the following meanings:

"COVID-19" means the disease caused by the novel coronavirus.

"COVID-19 Impacts" means: (i) a governmental or public health order or regulation relating to COVID-19 that was not in effect or contemplated as of the effective date of this Agreement; or (ii) a circumstance, impact or condition resulting from COVID-19 that is beyond the Contractor's control and was not reasonably foreseeable as of the effective date of this Agreement.

The Contractor shall perform the services and work of this Agreement in compliance with all applicable public health recommendations and governmental orders and regulations related to COVID-19. The Contractor represents that before entering into this Agreement, the Contractor planned for and took into consideration governmental and public health requirements related to COVID-19. However, the RHA and the Contractor acknowledge that the COVID-19 pandemic is an evolving situation, and that future conditions, governmental orders or regulations may change or impact the Contractors services. As a result, the Contractor shall not be deemed in default under this Agreement if Contractor's performance is rendered impossible due to COVID-19 Impacts. Additionally, the RHA shall not be obligated to pay for any services that are not provided by the Contractor as a result of COVID-19 Impacts, nor shall the RHA be required to increase the payment or compensation to Contractor under this Agreement because of COVID-19 Impacts.

The Contractor shall notify the RHA in writing if the Contractor's ability to perform under this Agreement is adversely impacted or prevented by COVID-19 Impacts. Upon receipt of such notice, the RHA may, in its discretion, do any of the following: (i) terminate this Agreement for convenience; (ii) suspend the services during the time when Contractor's performance is not possible and reinstate the services when the Contractor is once again able to perform (but in any

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event, the suspension shall not exceed the term of this Agreement) or (iii) enter into a mutually agreed-upon amendment to the Agreement to adjust the services or performance obligation.

F. Fair Chance Housing Ordinance: The City of Seattle's Fair Chance Housing Ordinance (reference Ordinance Number 125393) went into effect on February 19, 2018 and is enforced by the Seattle Office for Civil Rights. The ordinance prevents landlords from unfairly denying applicants housing based on criminal history. It also prohibits the use of advertising language that automatically or categorically excludes people with arrest records, conviction records, or criminal history. The Contractor shall comply with this ordinance, as applicable. The full ordinance is available at: http://www.seattle.gov/civilrights/civil-rights/fair-housing/fair-chance-housing.

G. Coronavirus Local Fiscal Recovery Funds Special Conditions

Notice of Federal Award: This Agreement contains federal funding through the US Department of the Treasury Coronavirus Local Fiscal Recovery Funds (31 CFR 35). The relationship of the Contractor to the US Department of Treasury shall be that of a subrecipient of a subaward (as identified in 2 CFR § 200.322).

Suspension and Debarment: This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor 's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the RHA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the RHA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

New Restrictions on Lobbying: Agencies and/or Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 C.F.R. Part 21. Each tier shall also disclose any lobbying with non-Federal funds that takes place in

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connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding Contractor.

Access to Records: The following access to records requirements apply to this Agreement:

The Contractor agrees to provide the RHA, the State of Washington, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Conflict of Interest: The Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to Treasury or the RHA, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that U.S. Department of Treasury financial assistance will be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, U.S. Department of Treasury policies, procedures, and directives including but not limited to:

Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25. In addition to the Unique Entity Identifier provided by the Contractor, no entity may receive a subaward from Contractor until the entity has provided its Unique Entity Identifier. Contractor must retain documentation;

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations;

Executive Order 13043, 62 FR 19217 (Apr. 18,1997) Increasing Seat Belt Use in the United States; and

Executive Order 13513, 74 FR 51225 (Oct. 6, 2009) Reducing Text Messaging While Driving, and

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

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Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

False Statements.

The Contractor understands that making false statements or claims in connection with this contract is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications.

Any publications produced with funds from this contract must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, the Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

A member of Congress or a representative of a committee of Congress;

An Inspector General;

The Government Accountability Office;

A Treasury employee responsible for contract or grant oversight or management;

An authorized official of the Department of Justice or other law enforcement Contractor;

A court or grand jury; or

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A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce

No Obligation by Federal Government: The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor /contractor, or any other party pertaining to any matter resulting from the Agreement.

Notification Requirements for Federal Immigration Enforcement Activities: Prior to responding to any requests from an employee or agent of any federal immigration Contractor including the Immigration and Customs Enforcement, the U.S. Department of Homeland Security, Homeland Security Investigations, Enforcement and Removal Operations, Customs and Border Protection, and U.S. Citizenship and Immigration Services regarding this Agreement, the Contractor shall notify the Contractor 's respective Program Specialist.

Such requests include, but are not limited to:

requests for access to non-public areas in RHA facilities (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as "private" or "employee only"); or

requests for data or information (written or oral) about RHA employees, residents, or workers, including any workers engaged in the work of this Agreement and recipients of services under this Agreement.

No access or information shall be provided without prior review and consent of the RHA. The Contractor shall request the federal immigration authority to wait until the Contractor 's respective Program Specialist is able to verify the credentials and authority of the federal agent and direct the Contractor on how to proceed.

**H. Byrd Anti-Lobbying Certification**

In accordance with APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING: Certification for Contracts, Grants, Loans, and Cooperative Agreements, the undersigned certifies, to the best of his/her/their knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Contractor , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement,

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and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Contractor , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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## IV. SIGNATURES

**Section 400. Entire Agreement**

This Agreement consists of eight (8) sections, including any Special Conditions referenced in Section 300, together with the following attached exhibits (including the Master Service Agreement on file between the Contractor and the RHA), all of which shall be maintained by the RHA and subject to review by the Contractor. This Agreement, the Master Service Agreement and the exhibits set forth below contain the entire Agreement of the parties:

- EXHIBIT A-1, GOALS AND OBJECTIVES
- EXHIBIT A-2, PERFORMANCE STANDARDS
- EXHIBIT A-3, REPORTING REQUIREMENTS
- EXHIBIT B, BUDGET AND PAYMENT

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

| RHA | AGENCY |
|---|---|
| Marc Dones<br>Chief Executive Officer | **Africatown Community Land Trust**<br>By or on behalf of |
| | Wyking Garrett<br>Name (Print or typed) |
| 5/12/2022<br>Date | DocuSigned by:<br>FCA0B8F04F54443...<br>5/10/2022<br>Date |
| | 1437 S Jackson Street<br>Address |
| | Seattle, WA, 98144<br>City, State, Zip Code |
| | 206-859-3782<br>Phone Number |
| | wyking@africatownlandtrust.org<br>E-Mail Address |

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## The RHA's Commitment to Funding Culturally Responsive Services

In conjunction with the Seattle Race and Social Justice Initiative (RSJI), which is a citywide effort to end institutionalized racism and race-based inequities in Seattle, the RHA has developed investment principles that reflect our commitment to funding culturally responsive services to create positive outcomes for service recipients. Contracted agencies are expected to demonstrate the capacity to institute these principles through routine delivery of participant-centered and strength-based services that are culturally:

**COMPETENT**, as demonstrated by "the ability to honor, understand, and respect beliefs, lifestyles, attitudes, and behaviors demonstrated by diverse groups of people, and to diligently act on that understanding". It is "the ability to function effectively in the midst of cultural differences. It includes knowledge of cultural differences, awareness of one's own cultural values, and ability to consistently function with members of other cultural groups".

**RESPONSIVE** to the cultural and linguistic needs of diverse populations. Agencies have the capacity to effectively serve and engage persons of diverse backgrounds. Agencies commit to practicing cultural responsiveness throughout all levels of the program, including policy, governance, staffing, and service model and delivery. Agencies make every effort to recruit and retain a workforce (paid and voluntary), and policy-setting and decision-making bodies that are reflective of the focus populations.

**RELEVANT** in addressing the cultural needs of diverse populations whose models of engagement or cultural standards differ from mainstream practices. Agencies are staffed with people who have the cultural competency to create authentic and effective relationships and provide culturally responsive services for members of specific cultural groups and/or communities of color. Commitment and experience of the agency reflects effective, mutually beneficial relationships with other organizations (such as grassroots or community-based organizations, churches, community networks, etc.) that are reflective of the populations being served.

**ACCESSIBLE** through language, location, and delivery style. Agencies have the capacity to overcome mainstream barriers and/or provide effective alternative strategies that enable service recipients to easily access mainstream and nontraditional programs and services.

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# EXHIBIT A-1
# GOALS AND OBJECTIVES

## INTRODUCTION

The King County Regional Homelessness Authority ("RHA") was created to unify and coordinate the administration of funding, policy, and services for people experiencing or at imminent risk of homelessness in the King County region. The RHA derives authority from an interlocal agreement between the City of Seattle and King County, and is legislatively charged with building and implementing a regional response system, driven by data and incorporating best practices, that is accountable to its customers.

The RHA's **mission** is to significantly decrease the incidence of homelessness through King County, using equity and social justice principles. The RHA's **theory of change** is that *if* we create a homelessness response system, that centers the customer voice (the voices of those who have lived experience of homelessness), *then* we will be able to focus on responding to needs and eliminating inequities, *in order to* end homelessness for all.

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**PROGRAM TYPE**
Enhanced Shelter - Single Adult Men

**PROGRAM DESCRIPTION**
This program shall utilize City OF Seattle's Homelessness Outreach Provider Ecosystem (HOPE) Team for referrals for #62 units. Vacant beds are tracked 5 days a week, Monday through Friday, By the HOPE Team. Shelter staff shall provide the HOPE Team with vacancy updates by 8am for the purpose of the HOPE Tam making vacant beds available to outreach providers.

24 hour shelter that is culturally responsive to Black men. Guests must be male identifying

**A. Service/Program Model**

The program will be designed to provide shelter and supportive services for men in a clean, safe, non-violent setting. This shelter will be open twenty-four hours a day, seven days a week.

The program provides clean beds and bedding, hygiene and laundry facilities, storage lockers, telephone and computer access, and two meals per day. Supportive services at the project focus on the coordination of a comprehensive and individualized array of services that promote housing stability. On-site supportive services are combined with other services available in the community. The case plans provide a blueprint for on-site service provision. Supportive services available on-site as well as through referrals to collaborating providers include crisis management, mental health and chemical dependency treatment planning, nursing, on-site daily meals, one-on-one and group counseling, information and referral, assistance in securing entitlement income and other financial resources, and coordination of health care services.

24-hour Shelter

| | |
|---|---|
| **Shelter address** | |
| **Shelter hours** (specify days of week and times of day shelter guests have access to the building. If times are by appointment only, please note that as well.) | |
| **Population** | |
| **Number of units and number of beds** (can be the same amount or an estimate of beds) | |
| **Right of Return** (guests may return each night for a reserved bed and are not required to re-register or stand in line for a bed) | |

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| | |
|---|---|
| **Meals provided** (specify breakfast, lunch, dinner, snacks) | |
| **Kitchen facilities accessible to guests to prepare their own food** | |
| **On-site guest laundry** | |
| **On-site showers** (specify number) | |
| **Storage** (specify lockers, storage bins, locked containers, number(s) of each, and hours guests may access the storage) | |
| **Pets** (specify if any restrictions: i.e. type of animal, vaccinations required, or spay/neuter required) | |
| **Community Space** | |
| **Beds/cots, mats on floor, bunks, other** (if more than one type please specify numbers of each) | |
| **Accepts couples** | |
| **On-site staff who focus on housing search/housing navigation** | |
| **Number of Case Managers and Case Manager to guest ratio** | |
| **On-site services offered** (specify type of service and provider) | |
| **Set-aside beds** (specify source and number) | |
| **Referral source(s)** | |

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| | |
|---|---|
| **Leadership Development** (specify trainings, information sessions classes offered to program participants to further inform them about dedicated resources or engage in Race and Social Justice work) | |

**B. Participant Eligibility Requirements**

The program is for literally homeless single men, 18 years and older, who are living outdoors or in a place not meant for human habitation. The clients who participate in this program do not have to be sober, drug-free, and/or med-compliant to receive services, however they must be cooperative in the community.

Shelter

Clients will be referred to the program by the Coordinated Entry for All (CEA) or other designated referral organization(s) as determined by the RHA. The referred clients will have been determined to meet eligibility criteria in advance of coming to the shelter.

**C. Program Regulations and Guidelines**

Shelter

The program will maintain a safe, clean, and healthy environment that respects the rights and dignity of program participants and staff. In addition, the program will work in cooperation with the surrounding neighborhood to ensure that program participants feel welcome in the community and informed and engaged in events, initiatives, and advocacy efforts that impact the community.

**Access/Participant Rights and Responsibilities**

- The program will comply with the ADA, including access to assistive animals.
- The program will be accessible to transgender participants in their self-defined gender.
- The shelter will have a written policy regarding the rights and responsibilities of program participants and applicable service restrictions or barring. Program participants must be made aware of this policy upon admission or as soon as reasonably possible.

**Health and Safety**

- The program will ensure that program participants understand that they are a vital part of the neighborhood. The program will facilitate open and on-going communication with neighboring residents, businesses, agencies, and law enforcement to promote neighborhood health, safety, and effectively address emerging issues.

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- Per legal guidelines regarding smoking in workplaces or within 25 feet of workplaces, no smoking will be allowed in any service spaces. (Revised Code of Washington, RCW 70.160.)

- The program will maintain and follow written policies and procedures for the prevention and control of communicable diseases. Policies should include components on universal precautions, blood/airborne pathogens, tuberculosis (TB) and other infectious diseases. The policies must have been developed in consultation with and/or reviewed by Public Health–Seattle and King County. TB policies should follow guidelines made available in the Tuberculosis Prevention and Control Guidelines for Homeless Service Agencies in Seattle-King County, Washington.

- The program must inform staff and volunteers prior to hire or service of health risks they may encounter in working at the program, such as TB or other communicable diseases. The program should have a practice of encouraging staff and volunteers to update their immunizations per the Centers for Disease Control's recommendations for adult immunizations. In addition, staff and volunteers should have TB tests based on results of agency self-assessments outlined in the Tuberculosis Prevention and Control Guidelines for Homeless Service Agencies in Seattle-King County, Washington.

- The program will have a complete and accessible First Aid Kit that is stocked with sufficient supplies.

- The program must have a process for internal reporting and reviewing of health and safety incidents. It is highly recommended that agencies have a safety committee or similar vehicle through which to process incident reports.

- The program will have appropriate emergency, evacuation, and fire safety plans and will provide ongoing training to staff on these plans.

- The program will have a phone available during hours of operation to report emergencies.

- The program will handle and store all hazardous materials including cleaning supplies appropriately.

- The program will have a plan and process for safeguarding against client abuse, which includes reporting such abuses should they occur.

- The program will have a security plan to deter theft and harm to clients and staff. A weapons policy designed to ensure the safety and security of all clients and staff must be included in this plan.

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- Educational training for all staff and volunteers must be provided as often as necessary to reinforce safe work practices, but at least annually.

- The program is strongly encouraged to have at least one person always certified in First Aid and CPR on duty.

**Food Safety and Nutrition**

- When food service is provided in the program, it must be prepared, handled, and stored in a sanitary manner to prevent the spread of food-borne illness, as per the Public Health-Seattle & King County guidelines. This includes foods prepared on site, foods brought to the program from another location, and donated foods.
- The shelter should make efforts to provide nutritious food and respond to dietary needs of program participants, which could include special medical, ethno-cultural, and religious diets.
- The program serving foods with potential allergens, such as peanuts, nits and shellfish, must alert program participants.

**Environment/Physical Facility**

- The program must meet local zoning, building, housing, occupancy, fire, health, and safety codes.

- The program must provide at minimum a mat, bed, or cot for each client. A process must be in place to sanitize mats on a regular basis and always between uses by different clients. There must be a process to ensure bedding is laundered regularly, and that blankets are always changed between uses by different clients.

- Facilities must be kept in a safe and sanitary condition and be in good repair and maintenance.

- Restroom facilities and washbasins, with appropriate hygienic supplies and/or equipment, must be provided in an appropriate number and configuration for the type of facility and its capacity in accordance with local codes. The program must have hot and cold running water.

- The program is strongly encouraged to have hand-cleaning stations, such as dispensers of alcohol-based hand sanitizer, near entry doors and/or reception desks.

- The program must have a policy for handling sharps (injection equipment, hypodermic needles, and other instruments used to pierce the skin), and as appropriate provide sharps containers in the environment and ensure appropriate disposal.

- The program must have policies regarding storage for program participants' belongings. Whenever possible, the program should provide secure storage for program participants while they are utilizing services. Programs may determine they do not provide

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assistance with storage, and that program participants are fully responsible for their own belongings. If this is the case, the program should have a policy stating this. If the shelter does provide space for storage, the shelter must have an appropriate policy detailing storage administration!

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**PERFORMANCE COMMITMENTS**

By investing in the Enhanced Shelter for Single Adult Men Program, the RHA expects to transition people from homelessness to housing by achieving the following performance commitments.

| PERFORMANCE COMMITMENTS (PC) |
|---|
| PC #1: Shelter units available during the contract period.<br><br>Verification: Agency Records, Client Files and HMIS |
| PC #2: 85 percent of shelter units occupied.<br><br>Verification: Agency Records, Client Files and HMIS |
| PC #3: 40 percent of households that exit to permanent housing.<br><br>Verification: Agency Records, Client Files and HMIS |
| PC #4: 90 percent of homeless households that exit to permanent housing and do not return to homelessness within 6 months.<br><br>Verification: Agency Records, Client Files and HMIS |

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**EXHIBIT A-2**
**PERFORMANCE STANDARDS**

The Agency shall carry out this Agreement in accordance with the following performance standards:

1. The RHA's Program Specialist, or their successor, shall be the primary RHA contact with whom the Agency will communicate regarding the progress, performance, and achievement of the contract milestones and performance commitments.

2. Cochise Moore, the Agency's lead program contact, is responsible for communicating with the RHA's Program Specialist regarding program progress and performance.

3. The Agency shall notify the RHA's Program Specialist of all staff changes affecting the program funded through this Agreement within seven (7) days of the resignation, firing or any other change. A plan for replacing the staff person including a timeline will be submitted to the RHA within fourteen (14) days of the resignation, firing or any other change. This will include the names of the staff involved in and/or impacted by staff changes.

4. The Agency shall maintain timely and accurate records which reflect service levels, participant characteristics, specific actions taken to assist participants, service outcomes, and expenditures under the terms of this Agreement.

5. The Agency shall not require individuals who are eligible for services under the terms of this Agreement to participate in other Agency services, activities, or programs as a prerequisite to receiving services under this Agreement, including, but not limited to religious activities.

6. The Agency shall provide information and referral to other appropriate agencies if clients cannot be served by the Agency.

7. The Agency shall establish and operate according to policies and procedures that align with expectations set forth by RHA as well as any other investor and/or authority or entity (e.g., State of Washington, King County, etc.).

8. The Agency shall identify the services as funded by the RHA in all communication with members of the public and recipients of services. The Agency shall also post a notice to this effect in a prominent place at each Agency location where such services are provided.

9. The RHA's Program Specialist will conduct a minimum of one annual review per contract to ensure the Agency's services are complying with contractual terms and conditions. A Monitoring Evaluation Tool will be used to inform the annual monitoring review level used by the RHA's Program Specialist. The RHA's Program Specialist will provide agencies with a list of monitoring requirements that match the level of monitoring. Specific fund sources may have additional monitoring requirements.

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10. The Agency's lead program contact, identified in Performance Standard #2 or designee, is also responsible for reviewing HMIS data as part of the invoice review process.

11. Emergency shelter programs funded by the RHA may not charge program participants fees for accessing services.

12. The Agency shall demonstrate sound financial practices and policies, including adequate accounting and administrative procedures and controls to safeguard proper use of funds. Programs will complete line-item budgets that show reasonable expenses for proposed services.

13. The Agency may not release participant information to any third party without the written consent of the participant, except to the RHA's Program Specialist for this Agreement or other RHA staff as may be designated by the Director.

14. The Agency shall maintain written criminal background check policies and procedures that comply with all applicable federal, state, and local laws and regulations, and shall keep records demonstrating compliance. Such policies and procedures shall include provisions for screening job applicants and volunteer candidates who may have unsupervised access to vulnerable adults (as defined in RCW 43.43.830) and children under 16 years of age and participants younger than 18 years old. The Agency's criminal background check policies, procedures, and records shall be available for review upon request by RHA staff.

15. The Agency shall support in principle and practice RHA's Commitment to Funding Culturally Responsive Services. The Agency will also adhere to the relevant Homeless Housing Project Model.

16. The Agency is expected to meet the RHA's Performance Standards at the end of this Exhibit. Programs not meeting any of the Minimum Performance Standards will be required to develop a technical assistance plan with the RHA's Program Specialist. The implementation of uniform Minimum and Target Performance Standards is designed to clarify expectations and provide an opportunity for targeted technical assistance.

17. The Agency is strongly encouraged to adhere to and follow the "Sanitation and Hygiene Guidance for Homeless Services Providers", (herein after the "Guidelines") published by Public Health – Seattle & King County (herein after "Public Health"): https://www.kingcounty.gov/depts/health/homeless-health/healthcare-for-the-homeless/providers.aspx. The Agency shall allow Public Health to conduct site visits for purposes of assessing (a) conformance with the Guidelines and (b) public health and safety conditions. Site visits will be for health and safety purposes only and encompass program space including common areas and areas designated or used for food preparation and storage, cleaning equipment and supplies, laundry facilities, and solid waste and wastewater management. Public Health will provide the Agency with a minimum of 7 business days' notice of such site visit unless the Agency agrees to a shorter time. In the event of a communicable disease investigation, Public Health shall be provided access with 24 hours' notice. In the event of an officially declared Public Health Emergency, the Agency shall implement recommendations from Public Health to respond to or

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prevent disease transmission and participate in coordinated outbreak prevention efforts as needed.

18. Program services will promote the general health and safety of clients. The Agency will meet facility and service standards for safety, cleanliness, and accessibility. The Agency will uphold operational and management standards to provide fiscal and program accountability.

19. The Agency is expected to ensure equal access to program services in accordance with a person's **self-identification** of gender identity and/or sexual orientation. The Agency's staff shall not consider gender identity or sexual orientation to determine program eligibility or deny access based on identification or other records indicating a different sex or gender than the person self identifies. In addition, the Agency shall ensure transgender, and gender nonconforming persons are provided equal access to programming and a safe environment free of harassment and discrimination.

20. The Agency shall demonstrate that services are client-centered and strength-based and shall use individualized service planning to coordinate housing-focused supportive services. The Agency shall develop, implement, and maintain a tool to determine "client satisfaction" regarding the program. In addition, the Agency will seek input from current and/or former clients in areas of program planning, program development, policy development and program evaluation, including exit and/or post exit interviews or surveys, focus groups, and/or client meetings.

21. The Agency shall maintain client grievance procedures, which include how participants will be informed of their rights to resolve grievances. The Agency shall maintain documentation of all grievances filed against the program including, but not limited to, name of the individual filing the grievance, date the grievance is filed, nature of the grievance, outcome of the grievance, and date of resolution.

22. The Agency shall participate in system-wide strategies designed to improve information, resources, and services, such as Coordinated Entry for All (CEA). In addition, participation in the applicable CEA case conferencing activities for the funded target populations is required as a condition of funding. The RHA will review information from CEA to monitor CEA requirements and attendance at case conferencing.

23. The Agency shall demonstrate linkage to services and partnerships with providers for appropriate, tailored services to promote housing access and stability, such as case management; financial empowerment; health care; substance abuse detox and recovery treatment; mental health assessment and treatment; employment training, placement, and retention; housing placement; child care and after-school programs (for programs serving families); legal assistance; credit counseling; and life skills training.

24. The Agency shall demonstrate capacity to locate and leverage new community partners on an ongoing basis. The Agency shall also address gaps in services and increase access to resources by communities of color through collaborative services, building capacity, and relationships.

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25. Services and housing are contributors to the health and safety of neighborhoods. Through tools such as good neighbor agreements, the Agency will work with community members, businesses, and law enforcement to ensure they can provide a safe, clean environment that supports clients' rights to receive services as well as provide opportunities to contribute to the community's overall health and safety. The Agency shall have a good neighbor plan, which includes a process for communicating with neighboring businesses and residents, policy/procedure to address neighborhood concerns, written policy concerning the rights and responsibilities of clients, program rules and restrictions, and opportunities for the Agency, clients, and community members to participate in supporting program and client success in healthy and safe neighborhoods.

| **Minimum Performance Standards** | | | | | |
|---|---|---|---|---|---|
| **Program Type** | **Core Outcomes** | | | **Entries from Homelessness** | **Utilization Rate** |
| | **Exit Rate to PH** | **Length of Stay** | **Return Rate to Homelessness** | | |
| Enhanced Emergency Shelter and Enhanced Day Centers | 40% Singles | 90 days Singles | 10% Singles | 90% | 85% |

| **Target Performance Standards** | | | | | |
|---|---|---|---|---|---|
| **Program Type** | **Core Outcomes** | | | **Entries from Homelessness** | **Utilization Rate** |
| | **Exit Rate to PH** | **Length of Stay** | **Return Rate to Homelessness** | | |
| Enhanced Emergency Shelter and Enhanced Day Centers | 50% | 30 days Singles | 8% Singles | 90% | 95% |

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# EXHIBIT A-3
# REPORTING REQUIREMENTS

## REPORTING GUIDELINES

All reports shall be submitted by the appropriate deadlines. If reports are not received in a timely manner or not completed, invoices will be held for payment until all pending reports are received and approved.

Before payment related to this Agreement can be released, the Agency must submit a fully completed Contract Payment Authorization Form with named individuals who are authorized to sign invoices for reimbursements on behalf of the Agency for this Agreement.

## REQUIRED MONTHLY REPORTS

- The Contractor's Invoice Form must be submitted by the **tenth business day** of the month for the previous calendar month, except for the last invoice of the 2022 calendar year which is due **January 10, 2023**. The Agency will submit one invoice with an original signature and one copy.

- A posted general ledger (GL), generated from the Agency's accounting system, detailing the costs to be reimbursed shall be submitted with each invoice.

- The Program Outcomes Report will be pulled from HMIS by the Agency monthly, by the fifth business day after the end of the month. All data for that month must be entered prior to generating the HMIS monthly report.

## REQUIRED QUARTERLY REPORTS

1. The Quarterly Narrative Report shall be submitted with the following invoices: March, June, September, and December.

## REQUIRED ANNUAL REPORTS

1. The Agency shall complete and submit the Public Health Sanitation and Hygiene Assessment Tool (https://www.kingcounty.gov/depts/health/locations/homeless-health/healthcare-for-the-homeless/providers.aspx) for this program no later than **February 1** each year. The Agency will submit the completed tool to the address listed on the form, the RHA's Program Specialist, and retain a copy in the Agency files.

## OTHER DOCUMENTATION REQUIRED

Additional data related to program performance or management will also be requested for auditing or evaluation purposes.

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**EXHIBIT B**
**BUDGET AND PAYMENT**

Funding for this program is made possible through revenue from the fund source(s) identified on PSA. Budgeted funds may not be used for costs incurred prior to the beginning date of the term specified. Unspent funds from one grant period may not be carried forward to the subsequent grant period. Continued funding is contingent upon program performance and availability of funds.

The RHA's line-item reimbursement to the Agency will be based on the provision of services as identified in Exhibit A-1 and in accordance with the line-item budget as specified in this Exhibit. The budget reflected in this Exhibit is a total project budget, reflecting all anticipated sources of funds, including those not provided by the RHA through this Agreement.

**Budget Changes**

Should the Agency not expend funds allocated under this Agreement in accordance with any Project Expenditure Rate that may have been established as part of the contract budget, the RHA may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. Changes between major budget categories of the contract budget of less than ten percent (10%) of the lesser major budget category need not be incorporated by written amendment; however, the RHA must be informed immediately in writing of each such change. Changes to the RHA's Agreement numbering system, fund source or coding may be made unilaterally by the RHA and without the need for amendment of this Agreement. The Agency shall be notified in writing of any changes in the Agreement number, fund source or coding assigned by the RHA; provided, however, that the total compensation allocated by the RHA through this Agreement does not change. Any other changes to the terms and conditions of this Agreement shall not be effective until agreed to in writing by the authorized representative of the parties hereto.

| | CLFR-COS-22 | GF-COS-22 | Other Funding Sources | TOTAL |
|---|---|---|---|---|
| Personnel Services | $2,130,991.04 | | | **$2,130,991.04** |
| Fringe and Other Benefits | $69,008.96 | $794,895.24 | | **$863,904.20** |
| Supplies and Other | | $1,702,892.76 | | **$1,702,892.76** |
| TOTAL EXPENDITURES | **$2,200,000.00** | **$2,497,788.00** | | **$4,697,788.00** |

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# Homeless Housing Project Model

## Emergency Services

Emergency Services projects provide immediate and low barrier access through a Housing First approach. Emergency services will be provided through basic and enhanced overnight and daytime shelter (including up to 24-hour shelter), basic day centers, and basic hygiene services. Enhanced hours can be provided through a single-site project operated by one agency, or through two projects (such as an overnight shelter and daytime shelter) operated by one agency or operated jointly by two agencies in a partnership. Emergency services should be housing-focused and are not intended to provide a long-term living situation. Services can be provided through either a basic or enhanced model, and more detail can be found below.

| | |
|---|---|
| Population | Populations include households fitting the RHA definition of literal homelessness including families, individuals, youth, young adults, or individuals fleeing domestic violence. Projects primarily serve people coming from an unsheltered situation.<br><br>Projects should provide appropriate accommodations for the population to be served, including meeting the needs of a couple's young adults, intergenerational families, families of choice, and families with adult children. |
| Project Access | Projects should clearly describe the method of access to the project, including specifics on how the project will ensure a seamless transition from the referral source, and ongoing coordination with services the client may be co-enrolled in (ex. Rapid Re-Housing), as appropriate.<br><br>Emergency Shelters: Emergency Shelters should prioritize access in this order:<br><br>1. Right of return<br>2. Outreach referral (if no other funder-designated set asides)<br>3. Other referral (hospital discharge, etc.)<br>4. Self-referral |
| Eligibility Requirements | Eligibility varies and depends on the funding sources supporting the project. In general, projects should operate under a housing first, low barrier model with minimal or no requirements for entry.<br><br>Emergency Shelters: Criteria must align with the standardized screening criteria guidance adopted by the All-Home Funder Alignment Committee. |
| Eligible Use of Funds | The cost of project operations, personnel services, light-touch information and referral, and flexible funding to meet client needs are eligible expenses.<br><br>For Enhanced Projects, eligible expenses are the costs listed above as well as intensive supportive services, including housing navigation, mental/behavioral health, etc. Financial supports to assist residents in moving directly to housing (used in accordance with Diversion funding guidelines) are also included. |

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| | |
|---|---|
| Recommended Staff Roles and Staffing Levels | <u>Basic Projects:</u><br>● Basic operations staffing, to ensure safety<br>● Diversion – front door diversion for people prior to entering the shelter, for those where an appropriate alternative can be identified can be identified.<br><br><u>Enhanced Projects:</u><br>● Staffing identified in Basic projects, above<br>● Case management: Services appropriate to the identified shelter model which support rapid transitions to housing. Services can be either funded through the proposed project or leveraged through another project.<br>● Housing Navigation: Facilitate housing search and placement, either directly or in partnership with another housing project (such as RRH), appropriate to the level of client need. |
| Core Components/Best Practices | ● Basic health and safety needs are addressed including food, clothing, and personal hygiene. In addition, some level of amenities such as locking storage, access to kitchen facilities, showers and laundry are provided.<br>● Rules are minimal and are designed to promote the psychical and emotional safety of clients and staff in the least restrictive manner possible. When rules are not followed, clients are offered additional support to adjust their behavior and be successful in the program.<br>● Participation in services is not required.<br>● Housing-focused services are provided, connecting participants with CEA and alternative housing options as appropriate and assisting individuals with gathering needed documentation to assist with access to housing.<br>○ Projects should have a clear vision around how they fit within the homeless service system, including where clients come from prior to entry, where they will exit to, and what supportive services are needed while in shelter. This includes how projects will coordinate with other service providers (such as RRH) to coordinate care for clients, avoid duplication of services and support exits to permanent housing.<br>○ For projects focused on exits to permanent housing, all participants are considered “housing ready” upon project entry.<br>● Shelter models vary and may have either fixed or flexible capacity<br>● Shelters are indoors and range from mats on the floor or bunks in a common space to beds in individual units. Some shelters operate only overnight while others operate extended hours up to 24/7. RHA will prioritize projects that offer either 24/7 access or extended hours.<br>● Offer right of return, without the need to line up, for all or a high percentage of beds. |

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| | |
|---|---|
| Enhanced Services | RHA strongly recommends day and hygiene services be integrated with daytime and evening shelter projects and include services that support exits to permanent housing. RHA will prioritized enhanced and coordinated day/night services, to provide 24/7 seamless services and support.<br><br>Enhanced Shelters: tend to be 24-hours or have extended overnight hours, provide bunks, offer full amenities, and have a low to medium case manager to participant ratio. Projects will provide intensive services that focus on housing search and placement.<br><br>Enhanced Day Shelters: can include day and/or hygiene centers. Projects should provide intensive services that focus on housing search and placement, and access to full amenities. |
| System Performance Indicators (Performance targets and minimum standards) | Service Level Targets/Minimum Standards:<br><br>● Exit Rate to PH: SA- 50%/40% & Family- 80%/65% & YYA- 50%/35%<br>● Length of Stay: SA/Family- 30 days/90 days & YYA- 20 days/30 days<br>● Return Rate to Homelessness: SA/Family- 8%/10% & YYA- 5%/20%<br>● Entries from Homelessness: 90%<br>● Utilization Rate: SA/Family- 95%/85% & YYA- 95%/90%<br><br>Service Level Targets: Basic Day and Hygiene Centers<br><br>● Number of monthly services uses as proposed RFP submission |
| Additional Resources | Seattle-King County Rapid Re-Housing Model Guidelines<br><br>http://allhomekc.org/diversion/#guidelines |